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CHFP041

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\* insert full name  
of company

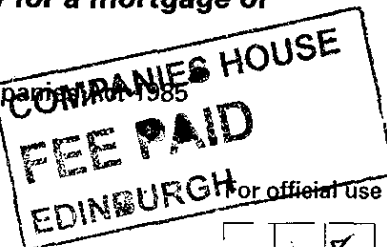
COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

A fee of £10 is payable to Companies House in  
respect of each register entry for a mortgage or  
charge

Pursuant to section 410 of the Companies Act 1985



To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

Name of company

SC098678

\*WRG (Northern) Limited (the "Company")

Date of creation of the charge (note 1)

28 April 2005

Description of the instrument (if any) creating or evidencing the charge (note 1)

Second Ranking Debenture (the "Charge")

Amount secured by the charge

The Second Secured Note Liabilities

See Paper Apart for Definitions

Names and addresses of the persons entitled to the charge

The Bank of New York in its capacity as Second Secured Note Trustee

One Canada Square

London E14 5AL (The "Second Secured Note Trustee")

Presentor's name, address, telephone  
number and reference (if any):

Dundas & Wilson CS LLP  
20 Castle Terrace  
Edinburgh  
EH1 2EN

For official use (10/03)

Charges Section

Post room



**Short particulars of all the property charged**

The "Charged Assets"

See Paper Apart for Definitions

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legibly, preferably  
in black type, or  
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**Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)**

The provisions of the Charge are subject to the provisions of the Intercreditor Deed and no payment may be made, and no enforcement action may be taken, hereunder or in respect hereof save as expressly permitted under the Intercreditor Deed.

**Particulars as to commission, allowance or discount paid (see section 413(3))**

N/A

*A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)*

Signed 

Date 10/5/05

On behalf of ~~[company]~~ [chargee]<sup>†</sup>

**Notes**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh or LP-4 Edinburgh 2

<sup>†</sup> delete as  
appropriate

**This is the Paper Apart referred to in the foregoing Companies House Form 410 relative to the Second Ranking Debenture dated 28 April 2005 between The Charging Companies and The Bank of New York as Second Secured Note Trustee.**

**"Acquisitions"** means WRG Acquisitions Plc, a public limited company incorporated under the laws of England and Wales with company number 04731536 (formerly known as Cholet Acquisitions Limited);

**"Charged Assets"** means the assets from time to time the subject of any Liens created or purported to be created by or pursuant to the Charge and, where the context permits, the proceeds of sale of such assets;

**"Charging Companies"** means the companies detailed in Schedule 1 (The Charging Companies) of the Charge and any Group Company which accedes to the Charge;

**"Group"** and **"Group Company"** means Acquisitions and its Subsidiaries at that time;

**"Intercreditor Deed"** means the Intercreditor Agreement as defined in the Second Secured Note Indenture;

**"Lien"** means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, hypothecation, assignment for security, claim, or preference or priority or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired. A person will be deemed to own subject to a Lien any property which such Person has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement;

**"Obligor" or "Obligors"** means Acquisitions, the Charging Companies and any Subsidiary of the Charging Companies that gives any Guarantee or creates any Liens in favour of the Second Secured Note Trustee or any other Second Secured Creditor in respect of the Second Secured Note Liabilities (or any of them)

**"Person"** means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof;

**"Receiver"** means an administrative receiver, receiver or manager or other receiver appointed in respect of the Charged Assets by the Second Secured Note Trustee pursuant to the Charge;

**"Second Secured Creditors"** means the Second Secured Noteholders and the Second Secured Note Trustee;

**"Second Secured Notes"** means the second secured floating rate notes issued by Acquisitions pursuant to the Second Secured Note Indenture;

**"Second Secured Noteholders"** means the holders, from time to time, of the Second Secured Notes;

**"Second Secured Note Documents"** has the meaning given to it in the Intercreditor Deed;

**"Second Secured Note Indenture"** means any indenture pursuant to which the Second Secured Notes are issued;

**"Second Secured Note Liabilities"** means all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under the Second Secured Note Documents (or any of them) to the Second Secured Creditors and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Second Secured Note Documents), and whether indebtedness or liabilities originally owed to all or any of the Second Secured Creditors and/or any Receiver actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.3 (Interest) of the Charge, after as well as before judgement, and all costs, charges and expenses incurred in connection therewith which are payable by the relevant Obligor in accordance with the terms of the Second Secured Note Documents, in each case, and notwithstanding any other provision of the Charge, except for any obligations or liabilities which, if they did form part of the Second Secured Note Liabilities, would result in the Charge (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Act 1985, and **"Second Secured Note Liability"** shall be construed accordingly;

**"Second Secured Note Trustee"** means The Bank of New York (and its successors) in its capacity as note trustee for the Second Secured Noteholders;

**"Second Supplemental Agreement"** means the

**"Senior Facilities Agreement"** means the senior facilities agreement made between Acquisitions, the Senior Lenders and others dated 9<sup>th</sup> June 2003 and amended by amendment letters dated 11<sup>th</sup> June 2003, 11<sup>th</sup> August 2003, amended and waived by an amendment and waiver letter dated 29<sup>th</sup> March 2004, further amended by a supplemental agreement dated 26<sup>th</sup> August 2004 and as further amended by the Second Supplemental Agreement and as further amended, restated or supplemented from time to time;

**"Subsidiaries"** has the meaning given to it in the Senior Facilities Agreement (as in effect at the date of the Charge);"

# FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 98678

I hereby certify that a charge created by

WRG (NORTHERN) LIMITED

on 28 APRIL 2005

for securing  
THE SECOND SECURED NOTE LIABILITIES

in favour of  
THE BANK OF NEW YORK AS SECOND SECURED NOTE TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 10 MAY 2005      given at Companies House, Edinburgh  
13 MAY 2005



C O M P A N I E S   H O U S E

